

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Xiang Feng (David))
Dai (Deceased)) Art Unit: 1724
)
Application No. 10/672,926) Examiner: N/A
)
Filed: September 26, 2003)
)
For: Moving Bed Adsorber/Desorber and)
Low Flow (High Yield) Desorber)
Devices and Their Methods of Use

Mail Stop Missing Parts/Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION OF ROBERT D. BUYAN IN RESPONSE TO PETITION

Sir:

I, Robert D. Buyan, do hereby declare as follows:

1. At all times relevant to the facts stated herein I have been the attorney for Chemical Recovery International, Inc., the assignee of the above-identified patent applications and for TW Consultants, L.L.C. the successor in interest of Chemical Recovery International, Inc.
2. Attached hereto as Exhibit A is a true and exact copy of a Consultant's Confidential Information and Development Agreement which was entered into on March 4, 2002 between the inventor Xiang Feng (David) Dai and Chemical Recovery International, Inc.
3. I prepared and filed United States Provisional Application No. 60/424,895 to which the present application claims priority. In the course of preparing that provisional application I met with Xiang Feng (David) Dai and other personnel from Chemical Recovery International, Inc. Dr. Dai participated freely in the meeting and provided detailed invention disclosure information and drawings which I used in preparing the provisional application as

well and the above-captioned utility patent application which claims priority to the provisional application.

4. Prior to August 2003, I was informed by the management of Chemical Recovery International, Inc. that Xiang Feng (David) Dai was seriously ill and in or about August 2003, I was informed by the management of Chemical Recovery International, Inc. that Xiang Feng (David) Dai had died.

5. In September 2003, Chemical Recovery International, Inc. forwarded to me a copy of an obituary for Xiang Feng (David) Dai, a true and exact copy of which is appended hereto as Exhibit B.

6. I am informed that, subsequent to filing of the above-captioned utility patent application and pursuant to my request, Andrew Solomon, who was then the Chief Executive Officer of Chemical Recovery International, Inc. requested that Dong Dai, Dr. Dai's surviving spouse, sign the Declaration of Inventorship and Limited Power of Attorney and Assignment documents relating specifically to the above-captioned utility patent application, but that Ms. Dai refused to sign such documents.

7. I am further informed that, subsequent to the events described in paragraphs 2-6 above, the assets of Chemical Recovery International, Inc., including the above-captioned utility patent application, were assigned to TW Consultants, L.L.C., 1536 Winchester Avenue, Suite 202, Ashland, KY 41101.

I hereby declare that all statements made herein are believed to be true and all statements made on information and belief are believed to be true and that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

July 6, 2004

Date



Robert D. Buyan, Reg. No. 32,460

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**CONSULTANT'S
CONFIDENTIAL INFORMATION AND
DEVELOPMENT AGREEMENT**

In consideration of my retention by Chemical Recovery International, Inc., I hereby agree as follows:

1. I acknowledge that, as part of my retention by Chemical Recovery International, Inc., I have been and will be given access, in confidence, to information of interest to Chemical Recovery International, Inc., including software, documentation, reports, manuals, tapes, client lists and other information, and other information ("Confidential Information"). I acknowledge that the Confidential Information constitutes protectable trade secrets, and I agree to hold the Confidential Information in strictest confidence. I will not at any time, without the prior written consent of an authorized representative of Chemical Recovery International, Inc., either during my retention by Chemical Recovery International, Inc. or after the termination of that employment, use for myself or others, or disclose to others, any of Chemical Recovery International, Inc.'s Confidential Information.
2. All notes, memoranda, files, records, writings and other documents, whether on tangible or electronic media ("Documents"), which I shall prepare, use or come into contact with during my retention by Chemical Recovery International, Inc. which relate to or are useful in any manner to Chemical Recovery International, Inc. are and shall remain the sole and exclusive property of Chemical Recovery International, Inc. I shall not remove from Chemical Recovery International, Inc.'s premises the original or any reproduction of any such Documents nor any of the information contained therein without the prior written consent of an authorized representative of Chemical Recovery International, Inc., and all such Documents and information in my possession or under my custody or control shall be immediately turned over to Chemical Recovery International, Inc. upon the termination of my retention by Chemical Recovery International, Inc.
3. Any and all ideas and materials developed, invented or discovered by me during the period of my retention by Chemical Recovery International, Inc. either solely or in collaboration with others, which relate to the actual or anticipated business or research of Chemical Recovery International, Inc., which result from or are suggested by any work I may do for Chemical Recovery International, Inc., or which result from use of Chemical Recovery International, Inc.'s premises or property (hereinafter collectively referred to as the "Developments") will be the sole property of Chemical Recovery International, Inc. I hereby assign to Chemical Recovery International, Inc. my entire right and interest in any such Development, and will execute any documents in connection therewith that Chemical Recovery International, Inc. may reasonable request. I hereby appoint Chemical Recovery International, Inc. as my true and lawful attorney-in-fact with the right to execute assignments of and to register any and all rights to the Developments. This appointment is coupled with an interest and shall survive termination of this Agreement. This paragraph does not apply to any inventions which I made prior to my retention by Chemical Recovery International, Inc. (all of which are listed on Exhibit A, which I have attached hereto), or to any inventions that I develop entirely on my own time without using any of Chemical Recovery International, Inc.'s equipment, supplies, facilities or confidential information and which do not relate to Chemical Recovery International, Inc.'s business, anticipated research and development, or the work I perform for Chemical Recovery International, Inc. Furthermore, this paragraph does not apply to any residual knowledge (defined as any general knowledge acquired by practicing in this field that does not relate to the specifics of the work that was performed on behalf of Chemical Recovery International, Inc.) obtained during the period of my retention by Chemical Recovery International, Inc. There shall be no action against me for using any such residual knowledge for the benefit of myself, future employers or the like.
4. I acknowledge that my retention by Chemical Recovery International, Inc. is terminable at will by either party, with or without cause, and with or without notice, and that the obligations I assume in this Agreement shall survive termination of my retention by Chemical Recovery International, Inc.
5. I will not, at any time during the term of my retention by Chemical Recovery International, Inc., directly or indirectly engage in any activity that is competitive with any activity to which Chemical Recovery International, Inc. is engaged, provide services to any person or entity that competes with Chemical Recovery International, Inc., or engage in any other activity which would otherwise conflict with my obligations to Chemical Recovery International, Inc.

6. I acknowledge that I have or will gain valuable information about the identity, qualifications and on-going performance of the employees of Chemical Recovery International, Inc. I agree that I will not directly or indirectly solicit or encourage any of Chemical Recovery International, Inc.'s employees to seek or accept employment with me or any other person or entity, or disclose any information about any such employee to any prospective employer.

7. I agree that my relationship with Chemical Recovery International, Inc. shall, at all times, remain that of independent contractor and nothing in this Agreement shall be presumed as creating in any respect or for any purpose the relationship of employer and employee between me and Chemical Recovery International, Inc. I acknowledge that I am solely responsible for payment of all federal, state, or local taxes on earnings and for payroll taxes due or payable as a result of the payment of monies to me under this Agreement. I agree that Chemical Recovery International, Inc. will not provide any fringe benefits to me and/or my employees, and I expressly agree that neither I nor my employees are eligible to participate in Chemical Recovery International, Inc.'s pension or benefit plans. I expressly agree that I will not make any claims for unemployment compensation arising out of the services provided under this Agreement or the termination of this Agreement.

8. I recognize that irreparable injury will result to Chemical Recovery International, Inc. in the event that I fail to perform my obligations under this agreement, and I acknowledge and consent that, in such event, Chemical Recovery International, Inc. shall be entitled, in addition to any other remedies and damages available to them, to injunctive relief to restrain the breach or compel the performance of this agreement.

9. If any covenant set forth in this agreement is determined by any court to be unenforceable by reason of its extending for too great a period of time or over too great a geographic area, or by reason of its being too extensive in any other respect, such covenant shall be interpreted to extend only for the longest period of time and over the greatest geographic area, and to otherwise have the broadest application as shall be enforceable. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, which shall continue in full force and effect.

10. I acknowledge that I have read all of this agreement, that I understand each and every provision of this agreement, and that nothing I have been told by or on behalf of Chemical Recovery International, Inc. is in any way at variance or in conflict with the provisions of this agreement.

11. Notwithstanding the foregoing, in the event that Chemical Recovery International, Inc. ceases to operate as a business and any intellectual property rights have not been transferred, sold or otherwise disposed of within two (2) years thereafter, my and all rights to the Developments of which I am listed as the sole developer or creator will revert to me.

Dated: March 09, 2002

David Brin
Consultant

Accepted for Chemical Recovery International, Inc.

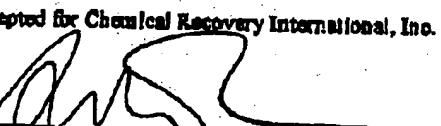
By: 

EXHIBIT A

**LIST OF INVENTIONS MADE BY CONSULTANT PRIOR TO RETENTION BY CHEMICAL
RECOVERY INTERNATIONAL, INC.:**

1. Apparatus and method for producing high yield activated carbon from biomass.
Filed with University of Hawaii.
2. Flat-plate microwave desorber
Filed with American Purification, Inc.
3. Dual-surge desorber
Filed with American Purification, Inc.



3020 Old Ranch Parkway Suite 300
Seal Beach, California 90740
562-799-5544 phone
562-799-5545 fax

FAX

Date: September 22, 2003
TO: Rob Buyan
COMPANY: Stout, Uxa, Buyan & Mullins
FAX #: 949-450-1764
Pages: 2
FROM: Andy Solomon
Phone: 562-799-5712
SUBJECT: David Dai's Obituary

Classifieds

bakersfield.com
The Bakersfield Connection

Obituaries
Date: 08/13/03



David Dai

Services: Sat., August 16, 10 a.m.

The Lord called David Dai home on August 7, 2003. Born in China in 1962, he came to America in 1991. He received his PhD in Mechanical Engineering in 1998.

David is survived by his wife, Dong; son, Daniel and daughter, Dianna.

In lieu of flowers, the Chinese Christian Church of Bakersfield is accepting contributions for a love offering for the Dai Family.

Visitation is scheduled on Friday, August 15, from 5-8 p.m., at Mish Funeral Home, 120 Minner Ave., 399-9391. The Memorial Service will be 10:00 a.m., Saturday, August 16, at First Presbyterian Church, 1705 17th Street.